

Court of Common Pleas, Allen County, Lima, Ohio  
Courthouse, Lima, Ohio 45801  
FAX (419) 222-8427

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S U M M O N S O N C O M P L A I N T  
Rule 4 1970 Ohio Rules of Civil Procedure

AMAZON.COM, INC.  
LEGAL DEPARTMENT

Case No. CV 2018 0297

HONORABLE DAVID A CHENEY

Name  
ALLSTATE INSURANCE COMPANY

Address  
5876 DARROW RD  
HUDSON, OH 44236

Plaintiff(s)

-VS-

Name  
AMAZON.COM INC

Address  
410 TERRY AVE NORTH  
SEATTLE, WA 98109

Defendant(s)

To the above named defendant(s); (See attached complaint for additional parties)

You are hereby summoned that a complaint (a copy of which is hereto attached and made part hereof) has been filed against you in this court by the plaintiff(s) named herein. Including the following documents:

You are required to serve upon the plaintiff('s') attorney, or upon the plaintiff(s) if he/she/they has/have no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with the court within three days after service on plaintiff('s') attorney.

The name and address of the plaintiff('s') attorney is as follows:

BRIAN GREEN  
SIGNATURE SQUARE II STE 220  
BEACHWOOD, OH 44122

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

MARGIE J MURPHY MILLER  
Allen County Clerk of Courts

Date: June 20, 2018

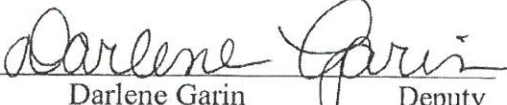
  
Darlene Garin Deputy

EXHIBIT A

Jeff Stratton Z-6254885

COMMON PLEAS COURT  
FILED

2018 JUN 20 AM 10:19

CLERK OF COURTS  
ALLEN COUNTY, OHIO

IN THE COURT OF COMMON PLEAS  
ALLEN COUNTY, OHIO

ALLSTATE INSURANCE COMPANY,  
5876 Darrow Road  
Hudson, Ohio 44236-0404,

Plaintiff,

-vs-

AMAZON.COM, INC.,  
410 Terry Ave. North  
Seattle, WA 98109-5210

Defendant.

CASE NO.

CV2018 0297

JUDGE

CHENEY

COMPLAINT

Allstate Insurance Company ("Allstate"), for its claims against the defendant Amazon.com, Inc. ("Amazon"), states and avers as follows:

**PARTIES AND JURISDICTIONAL STATEMENT**

1. The plaintiff, Allstate Insurance Company is a for profit corporation licensed to do business in Ohio.
2. At all relevant times, Leisa and Jeff Stratton (jointly "Stratton"), were the owners of real and personal property located at 415 Ethan Circle, Bluffton, Ohio, in the County of Allen, Ohio (the "Property.")
3. At all relevant times, Allstate issued a policy of insurance, for Stratton's Ethan Circle property.

4. Amazon.com, Inc. ("Amazon") is a worldwide seller and distributor of products through the website Amazon.com. It is a Delaware corporation which sells products to Ohio citizens and does business in the State of Ohio.
5. Venue is proper in Allen County, Ohio. Amazon distributed products to customers and consumers within Allen County. Further, the actions and injuries alleged herein arose within Allen County.

**OPERATIVE FACTS**

6. On or about April 4, 2016, Stratton purchased an InnoGear 5000 Lumen Bright Headlight Headlamp Flashlight Torch 3 (the "Headlamp") from Amazon.com.
7. Stratton paid \$26.99 for the Headlamp to Defendant and the Headlamp was delivered to the Property on April 6, 2016.
8. The Stratton's plugged in the Headlamp to charge on 6:00 pm of June 20, 2016. The Stratton's left the Property, and returned at approximately 9:05 pm, to which they heard smoke alarms, and witnessed smoldering materials causing damage to their kitchen where the Headlamp was plugged in.
9. It was determined that the damages were caused by a design defect of the Headlamp sold by Amazon to the Stratton's.
10. As a direct and proximate result of Amazon's breaches of its duties concerning the sale of the Headlamp and its component parts, the Stratton's real and personal property were severely damaged in the amount of \$89,466.29.
11. Pursuant to the Allstate insurance policy and payment of \$88,966.29 to Stratton or others on their behalf, Allstate became subrogated to Stratton's interests to their claims against

the persons responsible for the damage caused by Amazon's sale and provision of the Headlamp.

**First Claim for Relief – Negligence**

12. Plaintiff incorporates by reference the averments contained in Paragraphs 1 through 11 above, as though fully rewritten herein.
13. Amazon owed a legal duty to exercise reasonable care and provide Stratton with a Headlamp which was safe and appropriate for use in the Stratton residence.
14. Amazon had an ongoing duty to warn purchasers of any potentially hazardous conditions of products that it sold or distributed.
15. Amazon breached its duty to Stratton and negligently failed to provide Stratton with a Headlamp which was safe and appropriate for use in the Stratton residence.
16. As a direct and proximate result of Amazon's breach of its duty and negligence, Stratton suffered damages in the amount of \$88,966.29, to which Allstate is subrogated.

**Second Claim for Relief – Breach Of Warranty**

17. Plaintiff incorporates by reference the averments contained in Paragraphs 1 through 16 above, as though fully rewritten herein.
18. Amazon expressly and impliedly warranted to Stratton that the Headlamp it provided to Stratton was appropriate for use in the Stratton Property.
19. Amazon breached its warranties with Stratton when it sold and supplied Stratton with the Headlamp.
20. As a direct and proximate result of Amazon's breach of its warranties, Stratton suffered



damages in the amount of \$88,966.29, to which Allstate is subrogated.

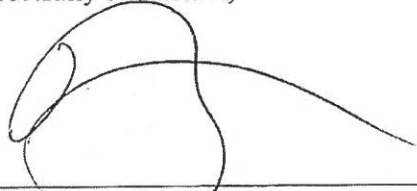
**Third Claim For Relief – Statutory Products Liability**

21. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 20 above, as though fully rewritten herein.
22. Amazon is a seller, supplier and/or distributor within the meaning of Ohio Revised Sections 1302.27 and 1302.28 and 2307.71 (A) (15).
23. In supplying and selling the Headlamp, Amazon made various implied warranties concerning the Headlamp and its component parts, including a warranty that the product and its component parts, was of merchantable quality and fit for ordinary use.
24. When the Headlamp and its attendant component parts left the control of Amazon, said product and its attendant component parts did not conform to representations made by Amazon thereby rendering said Defendant liable for damages pursuant to Ohio Revised Code Sections 2307.72-74 and 2307.77-78.
25. When the Headlamp and its attendant component parts left the control of Amazon, said product and its attendant component parts deviated in material ways from the design specifications, formulas, or performance standards of said manufacturers, or from otherwise identical units manufactured to the same design specifications, formulas, or performance standards thereby rendering the product(s) defective in manufacture or construction pursuant to Ohio Revised Code Sections 2307.72-74.
26. For the reasons described above, Amazon breached its implied duties of merchantability and fitness for ordinary use, and other implied warranties under Ohio Revised Code Sections 1302.27 and 1302.28 and violated the provisions of Ohio Revised Code Sections

2307.72-74 and 2307.77-78. As a proximate result of these breaches and violations, the Headlamp and/or its component parts failed resulting in smoldering of the Stratton's kitchen and other damage to Stratton's property in the amount of \$88,966.29 for which Amazon is liable to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Amazon, in the amount of \$88,966.29 plus interest and the costs of this action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brian Green', is written over a horizontal line.

BRIAN GREEN (0063921)  
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SEAN BURKE (0087214)  
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(216) 831-5100; Fax: (216) 831-9467  
*Attorneys for Allstate Insurance Co.*

**Allen**  
County Ohio  
P.O. Box 1243  
Lima, Ohio 45802-1243

06/25/18 10:32 AM PDT

**CERTIFIED**



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CV 2018 0297  
AMAZON.COM INC  
410 TERRY AVE NORTH  
SEATTLE, WA 98109

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